

AGREEMENT FOR SERVICES
between the
NORTHWEST CALIFORNIA RESOURCE CONSERVATION &
DEVELOPMENT COUNCIL and
SAMANTHA CHILCOTE

Relative to: Fisheries Consulting Services.

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and Samantha Chilcote, herein called "Consultant", shall be effective as of October 1, 2016 until December 31, 2019.

- I. Consultant agrees to conduct project monitoring including, but not limited to: habitat assessments, juvenile surveys, presence/absence surveys and spawning surveys; and/or assist in any required permitting for individual projects or general 5 C Program deliverables, as described in Exhibit A.
- II. Council agrees to facilitate access to and make provisions for the Consultant to enter upon public and private lands as required to perform the services listed in the Scope of Work.
- III. Council agrees to pay Consultant for actual labor and services performed up to a maximum of \$15,000 based on the Project Budget and at the rates provided in Exhibit B. Individual Task Orders will specify a maximum dollar amount that the Council will pay Consultant for work to be done within each Task Order.

Invoices for payment that document time spent – including a total amount of hours and salary rate per person, work done, and eligible expenses incurred shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1st of each year and ends the following June 30th. Invoice periods shall not span more than one Council fiscal year. Invoices shall be sent to the Council within 10 business days following the end of the invoice period to the following address:

Northwest CA Resource Conservation & Development Council
Attn: <Task Order Representative>*, 5C Program
PO Box 2571
Weaverville, CA 96093

*Note that the name of the Council staff member managing the project within each Task Order shall be used for relevant invoice submissions. This contact information will be provided to Consultant within each Task Order.

Invoices must be accompanied by itemized receipts as described in Exhibit B. The primary page(s) of the Invoice, which lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. On final invoices

for a Task Order, Consultant shall indicate the completion of the Task Order on the invoice. Completion of a Task Order shall be approved by Council staff.

Council agrees to pay Consultant within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government or other funding entity has delayed distribution of funds that are intended to be used by the Council for funding payment to Consultant.

Payments and correspondence shall be sent to Consultant using the following contact information:

Samantha Chilcote
P.O. Box 2157
Weaverville, CA 96093
(503) 758-9268
samchilcote@gmail.com

- IV. Where the services to be provided under this contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract. Consultant shall provide 30 day advance notice to Council of any termination or reduction in coverage.

The Certificate Holder and Additional Insured should read as follows:

Northwest California Resource Conservation & Development Council
PO Box 2183
Weaverville, CA 96093-2183

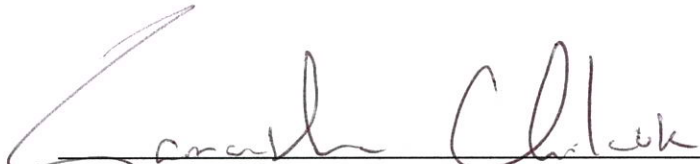
The insurer shall supply the Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to Council.

- V. Consultant shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.
- VI. Consultant shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement. Consultant shall retain the records for a minimum of three years following final payment from Council for work under this agreement. Council may review, obtain, and copy all records. Consultant shall provide Council access to the Consultant's records upon reasonable notice during normal business hours.
- VII. It is mutually agreed that:

- A. This agreement will be effective until December 31, 2019. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.
- B. Individual task orders may specify additional terms and conditions for work if the specific source funding the task order work requires it. Acceptance of the Task Order by Consultant in writing shall incorporate those additional requirements into this agreement and shall apply specifically to work completed under that Task Order.
- C. Either party may terminate this agreement by providing a 30-day written notice to the other party.
- D. This agreement may be amended or modified in writing, by the mutual consent of Council and Consultant.
- E. The Council will retain ownership and right of use of product(s) manufactured under this agreement. Any and all documents, information, computer disk, and reports concerning the work completed under this Agreement prepared by and/or submitted to the Consultant, shall be the property of the Council. The Consultant may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Agreement, for any reason whatsoever, Consultant shall promptly turn over all information, writing, computer disk, and documents to Council without exception or reservation. Consultant shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide Council with said disk. The Consultant remains proprietor to rapid assessment methods.
- F. Council shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Consultant or its employees while engaged in complying with any of the terms of this agreement. Consultant agrees to indemnify and hold harmless the Council and its officers, agents, and employees, from and against all claims and liability for damage or injury to persons or property resulting from the activities of the Consultant and their employees.

VIII. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, PO Box 2183, Weaverville, CA 96093-2183.

IX. Attest:



Samantha Chilcote

1/26/17 Date



Northwest CA Resource Conservation &
Development Council

2-10-17 Date

EXHIBIT "A"

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant agrees to provide all of the services outlined in the Tasks below as requested by Council's Contract Representative through individual, written Task Order. Each Task Order will describe work to be performed and a maximum expenditure amount. Consultant may not substitute personnel listed in Exhibit "B" or utilize the services of independent contractors, sub-consultants, and subcontractors to complete Project work without advance written approval from Council's Contract Representative.

If such subcontractors are approved, they shall be subject to the terms of this agreement including, but not limited to, automobile insurance requirements.

SCOPE OF WORK & TASKS

Fisheries and Aquatics Consulting

Conduct fisheries, habitat and general consulting services for 5C Program as needs arise, including:

1. Pre and post project habitat assessments.
2. Surveying (long profile, cross section, habitat typing, etc.) or other site specific needs.
3. Monitoring (pre, during and post monitoring as requested by Council Task Order Representative for specific projects and as resources allow).
Monitoring types may include effectiveness monitoring of various design options (hydraulic, stream-simulation, baffle retrofits); Spawning surveys; Fish presence/absence.
4. Permit Development Assistance.
5. Reports including progress reports as needed and final documentation.

ADDITIONAL SERVICES

The Council may desire services to be performed which are relevant to this Agreement or services but have not been included in the Scope of Work listed above and Consultant agrees to perform said services upon the written request of Council Contract Representative. These additional services could include, but are not limited to, any of the following:

1. Serving as an expert witness for the Council or 5C Member Counties in any litigation or other proceedings involving the project or services.
2. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this Agreement.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONSULTANT

The total amount of this Agreement, including all Task Orders, will not exceed \$15,000. The Consultant will be reimbursed at the following rates for all work completed under this Agreement. Rates will remain in effect for the term of the Agreement unless modified by Amendment.

Consultant Personnel:

Hourly Rate:

Samantha Chilcote

Specified within individual Task Orders

* Benefits and Administrative and Overhead Expenses are calculated into hourly rates for individuals listed above.

Travel Expenses: Travel expenses shall be compensated either at the current State reimbursement rate(s), which are subject to change, or at the travel rates stipulated in the grant(s) funding the work, which may vary by Task Order. The current State reimbursement rates are shown below only for reference. Itemized lodging and meal receipts must be submitted with invoices for reimbursement.

<u>Expense Type</u>	<u>Reimbursement Rates</u>
Mileage	\$0.54 per mile or current rate
Lodging	Actual cost not to exceed current rate, which may be different for State and Federal funding sources and varies by location.
Meals & Incidentals	Not to exceed current rate for each meal and incidentals, which is different for State and Federal funding sources and varies by location.

Materials & Supplies:

Consultant must obtain prior written approval for the purchase of any materials and/or supplies required to complete the tasks and products under this agreement. Itemized receipts for such approved purchases must be submitted with invoices for reimbursement.